

AGREEMENT

Between the

TOWNSHIP OF HOWELL

and the

SUPERIOR OFFICERS ASSOCIATION

JANUARY 1, 2005 THROUGH DECEMBER 31, 2009

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THIS AGREEMENT, made and entered into in Howell Township, New Jersey this ____ day of _____, 2005, between the Township of Howell, a municipality, in the County of Monmouth, and State of new Jersey, hereinafter referred to as "Township" or "Employer" and the Superior Officers Association hereinafter referred to as the "S.O.A.."

WITNESSETH

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment consistent with the law and established practices not modified by this Agreement;

NOW, THEREFORE, in consideration of these parties and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the S.O.A. as follows:

ARTICLE I
RECOGNITION AND SCOPE OF AGREEMENT

SECTION 1.

The Employer hereby recognizes the S.O.A. Local 228 as the sole and exclusive representative of all employees in the appropriate unit as defined in Article I, Section 2, herein, for purposes of collective negotiations and all activities and processes relative thereto.

SECTION 2.

The appropriate unit shall consist of all the regular, full-time Sergeants and Sergeants First Class, Lieutenants and Captains of the Police Department of Howell Township now employed, or hereafter employed, excluding the Chief of Police, Patrolmen, and all civilian employees.

SECTION 3.

This Agreement shall govern all wages, hours and other conditions of employment herein set forth.

SECTION 4.

This Agreement shall be binding upon the parties hereto.

SECTION 5.

Title 40A:14 and all other State Statutes shall be adhered to as part of this Agreement. When applying 11:26C-4 Statute, the parties have agreed that the S.O.A. may appoint one (1) duly authorized representative to represent them in accordance with the Statute. The representative will be granted the rights as provided by the Statute. The S.O.A. has the right to designate a replacement of the representative if the representative cannot be released or is not available.

ARTICLE II
POLICEMAN'S RIGHTS

SECTION 1.

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the S.O.A. because of the membership or activity in the S.O.A. The S.O.A. shall not intimidate or coerce employees into membership. Neither the Employer nor the S.O.A. shall discriminate against any employees because of race, creed, color, national origin, age or political affiliation.

SECTION 2.

Pursuant to Chapter 303, Public Laws of 1968 as amended, the Township agrees that every superior officer shall have the right freely to organize, join and support the S.O.A. and its affiliates for the purposes of engaging in collective negotiations and other concerted activities pursuant to

Chapter 303 for mutual aid protection. In addition, every superior officer shall have the right to refrain from such activity. As a body exercising governmental power under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyments of any rights conferred by Chapter 303 of the Public Laws of 1968, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages or any terms or conditions of employment by reason of his membership in the S.O.A. and its affiliates, collective negotiations with the Township or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, or for action taken as a result of action on the part of the Township. The S.O.A. agrees that it shall not discriminate against any member of the bargaining unit based upon the individual's non-membership in the Association.

SECTION 3.

The S.O.A. and its representatives shall have the right to use Township buildings at all reasonable hours for meetings. The Township Manager of the Township shall be notified in advance of the time and place of all such meetings. This right shall be upon approval of the Township.

The S.O.A. shall have the right to use Township typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The S.O.A. shall pay for the reasonable cost of all materials and supplies incident to such use. The S.O.A. shall also be responsible for any damage they may cause to such equipment.

SECTION 4.

Once there is a posting for a promotional test, applicants will notify the Department of the intent to take the examination within 14 days of the aforementioned posting.

ARTICLE III COLLECTIVE NEGOTIATING PROCEDURE

SECTION 1.

Collective negotiations with respect to rates of pay, or other conditions of employment shall be conducted by the duly authorized representatives of the parties.

SECTION 2.

Prior to the beginning of formal negotiations, the designated representative(s) of the parties shall meet and seek agreement on the following:

- (a) the hours, dates and location for the parties to meet and negotiate;
- (b) the limitations on caucus time, if any;
- (c) the procedure to be used in recording and signing off on tentative agreed upon proposals(s), article(s) or portions thereof;
- (d) the numbers of persons permitted in and at the negotiations;
- (e) the procedure for cancellation or delays of negotiations by either party; and
- (f) a clear statement as to whether or not either or both parties must have the agreement ratified prior to final agreement.

SECTION 3.

The members of the S.O.A. negotiating committee, not to exceed three (3) in number, shall be granted time off from duty with full pay. This committee will designate one member as the principle spokesman during negotiations, who will be delegated sufficient authority to bargain effectively. It is agreed by the S.O.A. that no more than one (1) member of the committee will be released from each division, so that such release time will not diminish the effectiveness of the Police Department. Such release time will be for the purpose of participating in actual negotiations between the S.O.A. and the Employer, when negotiations are conducted during the regular working hours of the released employees. It is agreed to by the parties that the three (3) members will be released from duty for negotiations one (1) hour prior to the scheduled starting time and will be required to report back to duty no later than one (1) hour after negotiations were stopped by the parties. Parties may request additional time from their supervisor.

SECTION 4.

Not more than three (3) additional representatives of the S.O.A. shall participate in collective negotiation meetings.

SECTION 5.

The S.O.A. Negotiating Committee will be responsible for distributing copies of the executed contract to all S.O.A. members.

ARTICLE IV MANAGEMENT RIGHTS

SECTION 1.

The S.O.A. recognizes that there are certain functions, responsibilities and other management rights exclusively reserved to the Employer. All of the rights, powers and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer.

SECTION 2.

The Employer shall have the right to determine all matters concerning the management or administration of the various Divisions of the Police Department, the right to direct the various Divisions to hire and transfer employees, to combine and eliminate jobs, and to determine the number and types of employees needed for specific job assignments.

SECTION 3.

Nothing in this Agreement shall interfere with the rights of the Employer in accordance with the applicable laws, rules and regulations to:

- a. carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.
- b. manage employees of the Employer, to hire, promote, transfer, assign, direct or retain in positions within the Police Department, under provision of the Howell Township Personnel Department Policies, Procedures and Regulations and the Howell Township Police Department Rules and Regulations. One copy of any ordinance that amends the above listed rules, regulations or policies shall be forwarded to the President of the S.O.A. when the copy of the amendment(s) is printed for distribution.
- c. suspend, demote, reduce, discharge or take other appropriate disciplinary action against an employee for just cause, or to lay off. However, seniority shall prevail at all times in the order of any lay-off subsequent rehiring.

SECTION 4.

The parties mutually recognize and agree to the applicability of N.J.S.A. 34:14A-5.3 and to any terms and conditions of employment existing prior to the signing of this Agreement which are not specifically covered by this Agreement.

ARTICLE V GRIEVANCE PROCEDURE

SECTION 1.

A grievance, within the meaning of this Agreement, shall be either of two types: (1) A Type I grievance shall be a controversy or dispute arising between the parties hereto involving the interpretation or application of this Agreement. (2) A Type II grievance shall be one not involving the interpretation or application of this Agreement. A Type I grievance shall proceed through the steps as set forth hereafter. A Type II grievance shall proceed through the steps except that the decision, which is issued at the step before arbitration, shall be final and binding.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

SECTION 2.

Verbal Grievance

a) Whenever an employee has a grievance, he shall first present it verbally to his supervisor within five (5) calendar days from occurrence of the grievance. It is the responsibility of the supervisor to arrange a mutually satisfactory settlement of the grievance within five (5) calendar days of the time when it was first presented to him or, failing in that, the supervisor must, within that time, advise the employee of his inability to do so.

b) When an employee is informed by his supervisor that he is unable, within the discretion permitted him, to arrange a mutually satisfactory solution to the grievance, the employee must, if he wishes to present the grievance to a higher authority, do so in writing in accordance with Section 3 herein.

SECTION 3.

Formal Written Grievances

(a) The employee will prepare the grievance in writing in duplicate within five (5) calendar days of report from the employee's supervisor that oral grievance has not been resolved. The written grievance will state completely and clearly the following: (1) the Section of this Agreement being grieved, when applicable; (2) the exact relief sought by the grievant and/or S.O.A.; (3) names of witnesses; and (4) any information that will assist in the prompt handling of the grievances. One copy of the grievance shall go to the employee's supervisor, the Employer's representative via the supervisor, and a duplicate copy to the S.O.A. Grievance Committee.

(b) A Grievance Committee shall be established consisting of three (3) S.O.A. members chosen by the S.O.A. membership. This Committee shall review the written grievance within five (5) calendar days in accordance with Article 16, Section 2. The Committee shall submit a written report to the employee's supervisor and employee within five (5) days.

(c) Upon receipt of written report from the Grievance committee that an employee's grievance cannot be resolved, the aggrieved employee's supervisor shall prepare a written report within five (5) calendar days stipulating the facts and events which led to the grievance presentation in writing, including in his written report any verbal answer he may have previously given to the employee concerning the grievance. Within the time stipulated the written report of the supervisor shall be presented to the Division Commander, or to the Chief of Police in the absence of the Division Commander, and a copy of the written report will be forwarded to the employee and the Employer's representative.

(d) The Division Commander, or Chief of Police in the absence of the Division Commander, will attempt to find a mutually satisfactory solution to the grievance within five (5) work days. Failing a solution by the Division Commander, a written report shall be presented to the Chief of Police including all material accumulated on the grievance within the time stated herein. A copy of all material pertinent to the grievance will be forwarded to the Chief of Police and to the grievant by the Division Commander.

(e) The Chief of Police will attempt to find a mutually satisfactory solution to the grievance within five (5) work days. Failing a solution, the complaint accompanied by a written report must be forwarded to the Township Manager. A copy of all materials pertaining to the grievance will be forwarded to the Township Manager and the employee at the same time.

(f) The Township Manager, upon receipt of all material concerning the grievance, shall attempt to find a mutually satisfactory solution to the grievance within five (5) working days. The Township Manager shall have twenty (20) days to answer the grievance. Disciplinary matters under N.J.S.A. 40A:14-147 shall be heard only by the Township Manager or designee and may be appealed to court but not arbitration.

(g) If the grievance is not resolved to the satisfaction of the grievant, the matter will be presented at the next regularly scheduled agenda meeting of the Township Committee, which will review all material and make a determination on the grievance at the next regularly scheduled meeting.

(h) Since it is intended that most, if not all, grievances can and should be settled without the necessity of reference to the Township Committee, no grievance will be considered by the Township Committee which has not first passed through the procedure established herein.

(i) If the matter is not resolved to the satisfaction of the employee or the S.O.A., the grievance may be taken to arbitration by the S.O.A. upon notification to the Township Committee within ten (10) days after the decision of the Township Committee, or after sixty (60) days have elapsed from the time the grievance was initiated, whichever comes first. Application shall be made directly to the New Jersey Public Employee Relations Commission for the appointment of an arbitrator according to PERC regulations, or both parties may mutually agree upon an arbitrator. The cost of an arbitrator shall be split equally between the Township and the S.O.A. The arbitrator shall be without power or authorization to make any decision which requires the commission of an act which is prohibited by law or which is in violation of the terms of this Agreement. The arbitrator's function shall be to interpret and apply the provisions of this Agreement. He shall not add to, or subtract from the provisions of this Agreement.

(j) All papers and documents relating to a grievance and its disposition will be placed in a grievance file in the Township Manager's office.

(k) It is the intention of the parties to settle all differences between the Employer and the S.O.A. arising from the interpretation or implementation of this Agreement through the grievance procedures in accordance with the provisions of this Agreement. Therefore, the Employer agrees that he will not lock out his employees, and the S.O.A. agree that it will not sanction, nor will its members engage in a strike, slow down or work stoppage during the life of this Agreement.

ARTICLE VI SICK LEAVE

SECTION 1.

All permanent full-time employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every month of continuous service on the basis of twelve (12) days per year. Effective January 1, 2006, one (1) extra sick day shall be awarded for each six (6) month block of time from January 1 to June 30 and July 1 to December 31 assuming that no sick time has been used during this period of time. The amount of sick leave not taken shall accumulate from year to year. Sick time will not accrue during an employee's leave of absence due to sickness. Upon retirement or resignation in good standing. An employee will be entitled to one (1) day's pay for each two (2) days of accumulated sick leave to a maximum payment of sixty (60) days. One (1) day's pay shall be equal to eight (8) hours.

SECTION 2.

In all cases of reported illness or disability, the Township, through the Chief of Police, reserves the right to have a physician designated by the Township examine and report on the condition of the patient-employee.

SECTION 3.

(a) During protracted periods of illness or disability the Township may require interim reports on the condition of the patient-employee at weekly or bi-weekly periods from the attending physician and/or physician designated by the Township. When under medical care, employees shall conform to the instructions of the attending physician. Failure to comply with this Section may result in disciplinary action.

(b) A leave of absence may be granted to full-time employees who are ill or disabled not resulting from duties performed during his/her employment, and when such illness or disability is evidenced by a certificate of a physician. A leave of absence shall be granted only when the employee has expended his/her accumulated sick and vacation leave. Eligible employees may apply for Group Disability Benefits through the Township's Group Insurance. Employees may purchase sick time back from the Township at the same rate that the insurance company provides.

(c) When a leave of absence, without pay, is granted to an employee for sickness or injury, not job related, the employee's anniversary date will change upon his/her return to work.

SECTION 4.

(a) When a permanent employee covered by this Agreement is injured or disabled resulting from or arising out of his employment and such injury or disability shall be evidenced by the certificate of a physician designated by the Township Committee to examine such employee, the Township Committee may, by ordinance, pursuant to N.J.S.A.40A:14-137, grant the injured or disabled employee a leave of absence with pay for a period not exceeding one (1) year. The employee shall not be charged any sick leave time for the time lost due to the aforesaid injury or disability.

(b) The employee shall reimburse the Township by remitting the checks he/she may receive from Workers' Compensation, benefits of insurance policies paid by the Township, any punitive damages and salary considerations received through legal settlements or judgments that resulted from any job related injury or disability referred to in this Article.

(c) The parties agree that an employee's prolonged absences from work because of job related injury or disability will not affect his/her seniority for the purpose of layoffs provided the employee has applied for and been granted a leave of absence as provided by this Agreement.

(d) The parties also agree that the injured or disabled employee's anniversary date will not be changed due to absences caused by job related injury or disability.

SECTION 5.

Accumulated sick leave may be used by an employee for illness in the immediate family, which requires attendance upon the ill family member. The term "immediate family" for the purposes of this Section shall mean and refer only to the employee's spouse, child, parent or unmarried brother or sister living with the employee.

SECTION 6.

When reporting absence due to illness, officers should give at least four (4) hours notice prior to the start of the evening and midnight shifts. A minimum of two (2) hours' notice should be given to the day shift.

SECTION 7.

The smallest unit of sick time allowed will be for a four (4) hour period, i.e. in half-day blocks only.

SECTION 8.

An employee who returns to work, after a work related injury, and subsequently requires additional medical treatment for the work related injury will be permitted to attend pre-approved medical appointments while the employee is on duty with no loss of pay or time, providing that the treatment is as a result of the work related injury and is first approved in writing by the Township's Workers' Compensation insurance carrier or adjuster prior to the employee's submission of the schedule of treatments to the Chief of Police or their designee. In addition, the employee, in order to qualify for the time off from work to obtain such medical treatment must advise the Chief of Police or their designee of all scheduled appointments at least five (5) days in advance.

Except in the case where an employee requires no more than one or less medical treatments a week (in which case the employee shall receive compensation as hereinafter provided for) if the employee is assigned to a work shift that does not permit the employee to schedule appointments for medical treatment during the employee's duty shift, the Township Manager shall have the option at his/her sole discretion to temporarily reassign the employee to a shift which would allow the employee to attend pre-approved treatment while on duty. In the event that in the sole opinion of

the Township Manager such a temporary transfer causes a manpower allocation problem, then the most junior employee regularly scheduled to work the shift to which the affected employee is temporarily transferred, shall be temporarily transferred to the transferring employee's shift until the medical treatments causing the transfer are discontinued either by the employee's treating physician, the Township Workers' Compensation insurance carrier or by the employee.

In the event that necessary and pre-approved medical treatment for a previous work related injury cannot be scheduled on the employee's scheduled workday and the employee is not reassigned as described above, then the employee shall be compensated for the actual time spent receiving treatment by being credited compensatory time off equal to the amount of time spent receiving medical treatment as the Chief of Police may request proof that the employee attended such treatment and the length of time that the treatment took.

SECTION 9.

(a) Light duty clause for off-duty injuries shall be maintained at no more than thirty (30) working days in duration. Each officer for the time they are on light duty will work five (5) working days with two (2) days off, each day will be eight (8) hours in duration.

(b) If an employee is injured due to an injury sustained outside of work, he/she shall have the option of returning to work in a light duty capacity. The employee must have a medical release from the physician whose care he/she is under which states any physical restrictions the employee may have. The employee will be given a light duty assignment by the Chief of Police or their designee of the Chief. The limit for which an officer is to be assigned on light duty shall not exceed thirty (30) working days. Each officer for the time they are on light duty will work a schedule of five (5) working days with two (2) days off. Each day will be eight (8) hours in duration.

**ARTICLE VII
MILITARY DUTY
OTHER LEAVES OF ABSENCE AND PREGNANCY**

**SECTION 1.
LEAVE OF ABSENCE**

Leave of absence without pay for other than illness may be requested by an employee who shall submit in writing all facts bearing on the request to the Chief of Police, who will append his recommendation and forward the request to the Township Manager for consideration by the Township Council. Such leave will be considered on its merits and without establishing a precedent, and shall not exceed three (3) months at one time, unless specific approval is received from the Township Council. All such leaves of absence must be approved by resolution of the Township Council.

**SECTION 2.
MILITARY LEAVE**

Military leave shall be granted in accordance with the Personnel Ordinance and all applicable State and Federal laws.

**SECTION 3.
BEREAVEMENT**

In the event of the death of a member of employee's immediate family, there shall be three (3) consecutive bereavement days leave, one of which shall normally be the day of the funeral. In any event, all bereavement leave shall be taken at a time reasonably to the death. The term "immediate family" for purposes of this Section shall mean and refer only to the employee's spouse, child, parent or guardian, brother or sister, parent-in-law, grandparents, brother or sister-in-law, son or daughter-in-law and grandchildren.

**SECTION 4.
MATERNITY**

When a member of the S.O.A. first becomes aware of her pregnancy, she shall report the condition on a Special Report to the Chief of Police.

Upon the pregnant member's physician's written report and recommendation, the member shall be temporarily transferred to a non combat assignment she is capable of performing.

Pregnant members shall wear appropriate civilian attire when the term of pregnancy is such that wearing the basic uniform is impractical.

When the term of pregnancy has ended the member shall have her attending physician complete a report recommending her to either return to full duty status, limited on duty status, or temporary off duty status.

SECTION 5.
TERMINAL LEAVE

Any employee who serves notice of his/her intention to retire from employment with the Township shall be permitted to utilize terminal leave prior to their actual retirement date under the following terms and conditions:

(a) In order for terminal leave to be granted the employee shall notify the Chief of Police or the designee of the Chief of the employee's election to utilize terminal leave, no less than forty-five (45) days prior to the commencement date of the terminal leave, and

(b) Terminal leave shall be granted only after a retirement date is fixed by the appropriate pension board, and

(c) Once an employee commences terminal leave, his/her decision to retire from employment with Howell Township shall become irrevocable, and

(d) An employee qualifying for terminal leave shall be allowed to utilize accumulated sick leave days to a maximum of forty (40) work days to be taken as terminal leave prior to the employee's retirement date.

ARTICLE VIII WORK SCHEDULE & HOURS

SECTION 1.

(a) The work schedules for all officers represented by the S.O.A., with exception of Patrol Sergeants, shall be a 4/3 schedule. A 4/3 work schedule shall mean a schedule where an officer works four (4) days and then is off for the next three (3) days. The scheduled work day shall be a ten (10) hour day as defined in the shift schedules below. Each scheduled work day shall include a minimum of forty-five (45) minutes of workout time as defined in paragraph (g) of this Article. Patrol Sergeants shall work a hybrid two (2) on, three (3) off, five (5) on, four (4) off, work schedule working ten (10) hour days, of which each day shall include a minimum of forty-five (45) minutes of workout time for each shift.

(b) Contemporaneously with the schedule described above, all officers who are represented by the S.O.A., and who are working one hundred sixty (160) hours of work (including workout time) with each twenty-eight (28) day work cycle, shall receive overtime compensation at a time and one-half rate (either in pay or comp. time at the election of the affected Sergeants and Lieutenants or in comp. time for Captains) for all hours worked in excess of one hundred sixty-four (164) hours within each twenty-eight (28) day work schedule cycle. Consistent with this provision these officers shall not receive any additional compensation if they work four (4) or fewer hours above their one hundred sixty (160) hour scheduled time during each twenty-eight (28) day cycle. This shall exclude outside details and special overtime grants.

(c) All officers shall not earlier than August 1st, but no later than September 30th, advise the Chief of Police or designee of the Chief of that Officer's first, second and third choices for shift assignments for the following calendar year. Any officer who fails to notify the Chief of Police or designee within the time period set out above shall be deemed willing to accept any assignment. Copies of the officer's shift requests shall be provided to the S.O.A. President upon request. Shift assignments for the following year will be posted by the Chief of Police no later than October 31st.

The Chief of Police or designee of the Chief shall assign officers to their first choice in order of seniority (most senior to least senior). However, the Chief of Police or his designee reserves the right to assign officers to their second choice if such an assignment is necessary for the efficient operation of the Department or in the event that the officer's first choice has been fully staffed by more senior officers. if the Chief gives an officer his/her second choice of shift selection "for the efficient operation of the Police Department," the Chief shall provide the officer with written notification within one week of the shift assignment advising why the assignment was necessary for the efficient operation of the Police Department. Notwithstanding the foregoing, an officer shall not be assigned to his third shift choice unless that officer's first and second shift choices are fully staffed with more senior officers.

(d) The following represents the shift times and schedule for the Patrol Division:

- (1) Days: 6:00 a.m. to 4:00 p.m.
Workout time: 3:00 p.m. to 4:00 p.m.
(Line up in uniform at 6:00 a.m.)

- (2) Evenings: 1:00 p.m. to 11:00 p.m.
Workout time: 1:00 p.m. – 1:45 p.m.
(Line up in uniform at 2:15 p.m.)
- (3) Midnights: 9:00 p.m. to 7:00 a.m.
Workout time: 9:00 p.m. to 9:45 p.m.
(Line up in uniform at 10:15 p.m.)

(e) The following represents the times for the Detective Division:

The following hours of work will be available to the members of the Detective Division. A Detective may select his hours from the following times, or may change his hours of work to another set of listed hours with the approval of a supervisor to maintain the efficiency of the Detective Division or any other hours that the Division Commander or Chief of Police deems necessary for the smooth operation of the Detective Division.

- (1) 6:00 a.m. to 4:00 p.m.
7:00 a.m. to 5:00 p.m.
8:00 a.m. to 6:00 p.m.
12:00 p.m. to 10:00 p.m.
(Workout time to be flexible throughout the shift)

(f) The following represents the shift times for the Community Service Division:

- (1) 6:00 a.m. to 4:00 p.m.
12:00 p.m. to 10:00 p.m.
(Workout time to be flexible throughout the shift)
- (2) In the event an Officer in the Community Service Division is assigned to special duty, fourteen (14) days notice will be given prior to the changing of work hours and/or days off.

(g) Each officer during his workout time period shall be restricted to workouts on Township property.

An officer may choose not to workout during his workout time period, however, said officer during that period shall be required to be in uniform and available for specific assignments during that “workout period.”

Parties agree that each shift worked by the Police Officer shall include a meal break, however, officers may be required to work through or cut short their meal periods in the event of an emergency.

In the event that an officer is assigned to any training cycle, the parties agree that each of the training days at issue shall be viewed as satisfying that officer’s work obligation for the affected time period.

SECTION 2.

Employees who wish to change a scheduled day off shall seek approval of Division Commander or Chief of Police to such switch. The Division Commander or Chief shall not unreasonably deny such switch.

SECTION 3.

Lieutenants shall work one weekend (either Friday/Saturday/Sunday or Saturday/Sunday/Monday, all three shifts) per month from March through August inclusive. Lieutenants may not use vacation time, personal leave or compensatory time during these scheduled weekends of work. The current selection process used to schedule Lieutenants for weekend work shall be maintained. The contractual shift swap language on a Lieutenant for Lieutenant basis only may be used for these weekends of work scheduled for Lieutenants provided the swaps do not generate overtime costs to the Township.

SECTION 4.

The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employee services continually throughout the seven (7) day week.

SECTION 5.

The parties agree that an employee's yearly salary will be divided by the number of pay periods in a calendar year.

ARTICLE IX OVERTIME

SECTION 1.

1.1 ELIGIBILITY FOR OVERTIME

The Employer agrees that the overtime, consisting of time and one-half shall be paid to the Sergeants, Sergeants First Class and Lieutenants covered by this Agreement for hours worked in excess of the normal work day subject to the "4-hour" provision in Article VIII, Section 1(b). Overtime for Captains is limited to compensatory time on one and one-half (1 ½) hours for each hour of compensatory time worked. Overtime shall be granted when approved by the Chief of Police.

1.2 COMPUTATION OF OVERTIME RATE

Overtime pay shall be computed as one and one-half (1 ½) times the employee's base hourly rate. All employees base hourly rate, regardless of what type of schedule they are working, shall be determined by dividing the employee's yearly base pay then in effect by two thousand eighty (2,080) hours.

SECTION 2.

Overtime compensation for employees shall be paid in accordance with Section 1 when the employee is required to work overtime and when recommendation by the immediate supervisor and approved by the Chief of Police.

SECTION 3.

It is recognized that employees may be required to report in advance of the tour starting time and for the purpose of report making at the end of a tour to remain at the termination of a tour. In accordance with this recognition, no overtime shall be paid for a fifteen (15) minute period at the termination of a tour or at the beginning of a tour, but in the event an employee is required to report earlier than fifteen (15) minutes prior to the commencement of a tour or to remain beyond fifteen (15) minutes after the end of a tour, the employee shall be paid the overtime rate for all time worked in excess of the normal hours of work per week, subject to the "4-hour" provision in Article VIII, Section 1(b).

SECTION 4.

In lieu of cash payment for overtime, Sergeants, Lieutenants and Captains shall receive compensatory time off at the rate of time and one-half (1 ½) if they choose. Such time shall be taken at the discretion of the Sergeant, Lieutenant or Captain when approved by the Chief of Police or the Division Supervisor, so as not to interfere with Department operations.

SECTION 5.

No employee shall be permitted to accumulate in excess of a total of two hundred forty (240) compensatory times hours. Notwithstanding the foregoing, any employee who has accumulated an excess of two hundred and forty (240) hours of compensatory time as of January 1, 1998, shall be permitted to carry the number of hours accumulated as of January 1, 1998, however shall not be permitted to accumulate additional compensatory hours. If such employee utilizes any accumulated compensatory time, his maximum permitted accumulated compensatory time shall be reduced in an amount equal to the number of accumulated compensatory time used until the accumulated hours equals two hundred and forty (240) or less. In that event, the affected employee will be permitted to accumulate a maximum total of two hundred and forty (240) hours as compensatory time in the event any employee accumulates compensatory time hours.

ARTICLE X
CALL BACK PAY

SECTION 1.

In the event an employee is called out for official police business, a minimum of four (4) hours at the overtime rate shall be paid, even though the employee may not have worked four (4) hours as a result of the call-out. In order for the employee to be eligible for the call-out pay stipulated in this Section, it must have been instituted by the employee's supervisor with the knowledge and approval of the Division Commander or the Chief of Police. A call-out is not an extension of a shift or tour of duty. All call-out is applicable when the individual is on a non-duty status.

ARTICLE XI VACATIONS

SECTION 1.

Each member of the S.O.A. who has the length of continuous employment specified in the table following shall be entitled to the working time shown, as a vacation with pay at his regular rate pay, starting:

- | | |
|---|---|
| • 0-1 year service | One (1) day a month for each month of service up to ten (10) days |
| • After completion of one (1) to the completion of five (5) years of service | Thirteen (13) days |
| • After completion of five (5) to the completion of ten (10) years of service | Eighteen (18) days |
| • After completion of ten (10) to the completion of fifteen (15) years of service | Twenty-three (23) |
| • After completion of fifteen (15) years of service. | Twenty-five (25) days |

SECTION 2.

If an observed holiday falls during an employee's vacation period, the holiday shall not be counted as a vacation day. Effective July 1, 1999, this clause shall be amended to limit the number of non-counted vacation days to a maximum of four (4) per year and only in the event where a total of four (4) consecutive days off are utilized by an employee for vacation. The four (4) consecutive days may be a combination of vacation, compensatory, personal and holiday days.

SECTION 3.

Vacations shall be scheduled by the Chief of Police in such a manner as to insure adequate levels of personnel to operate efficiently.

SECTION 4.

Accumulation of vacation leave beyond that earned in a twelve (12) month period shall be permitted only with the consent of the Township Manager.

SECTION 5.

Vacation leave, subject to approval by the Chief of Police and the Township Manager, may be taken from time to time in units of full days. At the time of separation from employment, an employee shall be paid for any day's vacation accumulated.

ARTICLE XII HOLIDAYS

SECTION 1.

The following shall be recognized as holidays under this Agreement:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veterans' Day
Thanksgiving Day
Christmas Day

Additional holidays: the day after Thanksgiving, ½ day prior to Christmas and ½ day prior to New Year's Day.

SECTION 2.

Pay shall be given for all the above noted holidays at the rate of time and one-half (1 ½). Payment will be made in the officer's base pay.

SECTION 3.

In the event the Township Council grants an additional holiday to other Township employees, the Police Department shall enjoy the same benefits. Such an additional holiday would be one time and unique, such as for adverse weather conditions. Any such holiday will be compensated for in the form of compensatory time off at the rate of straight time.

ARTICLE XIII
LIFE INSURANCE & DISABILITY INSURANCE

SECTION 1.

After completion of the required probationary period, each employee (unit member) shall be eligible for a fifty thousand (\$50,000.00) dollar life insurance policy payable to a beneficiary of the employee's choice.

SECTION 2.

The annual premium for the said policy shall be paid by the Township only until employee's separation from service. At that time, the employee may make his/her own arrangements with the insurance company for the continuation or conversion of the said insurance at his/her own expense.

SECTION 3.

A full-time employee, upon commencement of employment with the Township, shall be enrolled in the disability insurance plan maintained and paid on a non-contributory basis by the Township. This benefit terminates upon the employee's separation from the Township service.

**ARTICLE XIV
HOSPITAL AND MEDICAL INSURANCE**

SECTION 1.

All full-time employees will be covered for hospital and medical insurance through the State Health Benefits Program, which provides coverage under the Traditional Plan (1420 Series, Part I-Basic & Part II-Major Medical), or coverage under the Health Maintenance Organization Program, in accordance with State regulations or statutes. If the Township changes the existing health insurance carrier, it agrees that the new coverage shall be "equal to or better than" the prior health insurance coverage.

SECTION 2.

Full-time employees covered by this Agreement, will be enrolled in the Township Dental Plan. The Township will pay the full premium for the employee and one-half (1/2) the dependent unit premium. Enrollment in the dependent unit program is optional to the employee. Supplementary dental service premium costs will be paid by the employee.

The Township reserves the right to change carriers, provided equal or better coverage is obtained.

SECTION 3.

During the term of this Agreement, the Township shall have the right to implement a plan, which would allow employees to, at the employee's option, decline Township provided medical health insurance coverage and receive compensation in lieu of the benefits. The terms of such a plan shall be determined at the sole discretion of the Township. In no event, however, shall the Township compel any employee to participate in the plan if the employee declines participation. Any employee that elects to participate in the plan, shall have the right to re-enroll for medical insurance benefits during open enrollment periods. There shall be at least one (1) open enrollment period each calendar year, with no limitation on pre-existing conditions.

**ARTICLE XV
FALSE ARREST AND LIABILITY INSURANCE**

SECTION 1.

Employer shall continue the current program for false arrest and liability insurance for all unit employees. The Township shall have the right to change carriers or become self-insured in its discretion.

SECTION 2.

As per N.J.S.A. 40A:14-155, the Employer agrees to provide legal aid to all unit employees in suits or other legal proceedings against them arising from incidents in the line of duty. The parties, in conjunction with the Employer's insurance carrier, have agreed to permit the unit employee to select an attorney submitted by the Association and approved by the insurance company via the Employer's insurance broker. Such list will be maintained by the parties. Request to update that list can be accomplished on a yearly basis. The Association will submit such a request to the Township Manager. The Employer reserves the right to approve or reject any request by an employee or assume responsibility for the payment of the services of whatever member of the New Jersey Bar is contracted to defend that employee, unless the employee selects an attorney from the parties' agreed upon list as stated above.

This clause shall not be applicable to any disciplinary or criminal proceeding instituted against any employee by the Employer.

ARTICLE XVI UNION BUSINESS

SECTION 1.

The President of the S.O.A. or his designee shall be granted a reasonable amount of time to handle S.O.A. business, such time being limited to an aggregate of twenty (20) hours per month, non-cumulative.

SECTION 2.

During contract negotiations, the S.O.A. President shall be excused from his work assignment and shall be granted an unlimited amount of time off while actually involved in collective negotiations with Township representatives. Should he be scheduled for the midnight tour of duty, he will be excused from duty on the day of said negotiation meetings.

SECTION 3.

The S.O.A. President or his designee shall be allowed to attend the annual State PBA mini-convention without loss of pay and shall be released from duty to attend.

SECTION 4.

The S.O.A. President or his designee shall be released from duty without loss of pay to attend seminars, conferences, ceremonies, events and expositions related to S.O.A. business. The S.O.A. President shall provide reasonable notice of such attendance, the purpose of such attendance and the duration of such attendance.

SECTION 5.

The Employer shall permit the Grievance Committee to conduct the business of the Committee which consists of conferring with the employees and management on specific grievances in accordance with grievance procedure set forth herein during the duty hours of the members without loss of pay, providing the members of the Grievance Committee give prior notice to either their supervisors or the Chief of Police, and providing that the conduct of said business shall not diminish the effectiveness of the Police Department or require overtime to maintain the effectiveness of the Department.

SECTION 6.

The Employer will provide space on a bulletin board in a conspicuous location in Police Headquarters for the use of the S.O.A. for posting notices concerning S.O.A. business and activities.

SECTION 7.

The attendance to any business under this Article will be permitted so long as it does not require overtime.

ARTICLE XVII
PENSIONS

The Employer shall continue to make contributions as heretofore, to provide pension and retirement benefits to employees covered by this Agreement pursuant to applicable provisions of the statutes and laws of the State of New Jersey.

ARTICLE XVIII
DISCHARGE AND SUSPENSION

No employee shall be suspended without just cause. An employee who has been suspended or discharged for just cause may appeal such action in accordance with the provisions of N.J.S.A.40:14 et seq. as well as the grievance procedure.

**ARTICLE XIX
SALARY AND WAGES**

SECTION 1.

The annual basic salary for each classification shown for the period designated shall be as follows:

| | <u>2005</u> | <u>2006</u> | <u>2007</u> | <u>2008</u> | <u>2009</u> |
|---------------------------|-------------|-------------|-------------|-------------|-------------|
| Sergeant, (Probationary) | \$ 85,104 | \$ 88,465 | \$ 91,960 | \$ 95,592 | \$ 99,368 |
| Sergeant, Step 2 | 90,750 | 94,335 | 98,061 | 101,935 | \$105,961 |
| Lieutenant (Probationary) | \$ 93,507 | \$ 97,201 | \$101,040 | \$105,031 | \$109,180 |
| Lieutenant | 98,892 | 102,798 | 106,859 | 111,079 | 115,467 |
| Captain (Probationary) | \$106,605 | \$110,816 | \$115,193 | \$119,743 | \$124,473 |
| Captain | 112,238 | 116,671 | 121,280 | 126,070 | 131,050 |

Any officer training any recruit during a shift shall be credited with one hour of compensatory time per shift.

SECTION 2.

In addition to any pay or other monetary benefits granted or allowed by the terms of this Agreement, any officer of the S.O.A. assigned as a detective to the Detective Division shall receive additional salary compensation at the rate of five hundred (\$500.00) dollars per year, prorated in accordance with the length of said assignment.

SECTION 3.

In addition to an employee's annual wage, each employee shall be paid a longevity increment based upon his/her years of continuous service in the Police Department in accordance with the following schedule:

Sergeants and Sergeants First Class:

| | |
|----------|------------|
| 5 years | \$2,500.00 |
| 10 years | 3,950.00 |
| 15 years | 4,550.00 |
| 20 years | 5,150.00 |

Lieutenants:

| | |
|----------|------------|
| 10 years | \$4,300.00 |
| 15 years | 4,800.00 |
| 20 years | 5,500.00 |

Captains:

| | |
|----------|------------|
| 10 years | \$4,580.00 |
| 15 years | 5,380.00 |
| 20 years | 6,080.00 |

SECTION 4.

Educational incentive pay shall be limited to the following amounts:

2000

| | |
|------------------|------------|
| Associate Degree | \$1,200.00 |
| Bachelors Degree | 2,650.00 |
| Masters Degree | 3,500.00 |

The twenty (\$20.00) dollar per credit shall apply to up to sixty (60) credits. To receive additional compensation, the higher degrees must be received.

Any employee currently receiving above these amounts shall not be reduced in pay, but will not receive any additional compensation until he/she attains the higher degree.

ARTICLE XX
CLOTHING ALLOWANCE

SECTION 1.

The Township, as approved by the Chief of Police, will replace clothing or personal articles damaged in the line of duty.

The Township agrees that should there be a change of uniform designated from that currently worn by Township Police Officers, then, the Township shall pay for the cost of such change in uniform for each member and replacement as necessary.

ARTICLE XXI CHECK-OFF

SECTION 1.

The Township agrees to deduct Association membership dues from the pay of those employees who individually and voluntarily request, in writing, that such deductions be made in a form agreed upon between the Township and the Association and consistent with applicable law. The amounts to be deducted shall be certified to the Township by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Association by the fifth (5th) day following the end of the pay period.

SECTION 2.

Any written dues deduction authorization may be written by an employee, in writing and said deduction shall be discontinued as of January 1 or July 1 next succeeding the date on which the Notice of Withdrawal is filed.

SECTION 3.

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative.

SECTION 4.

The Association agrees to indemnify and hold harmless the Township from any cause of action, claims, loss or damages incurred as a result of this Article.

ARTICLE XXII
NON-DISCRIMINATION

Neither the Employer nor the Association shall discriminate against any employee by reason of race, creed, sex, age, color, political or religious affiliation or national origin. Where the word "he," "she," "him" or "her" is used in this Agreement it shall mean both sexes.

ARTICLE XXIII PERSONAL DAYS

Each member of the bargaining unit shall receive two (2) personal days per year with prior approval of the Chief of Police and at least five (5) days notice, except in emergency situations. An employee must work the full year to be eligible for both days. The first day may be used after six (6) months employment of the year and the second day after ten (10) months. The days shall not be cumulative to the following year. If any officer terminates his/her employment or is terminated by the Township prior to the officer completing the eligibility period for either day, and such day is used, such payment will be substituted from any final payment due to the officer.

Effective January 1, 2002 an Officer will receive an additional personal day the following year, provided that he does not have a work related injury reported for the entire previous year resulting in more than the loss of one-half day's pay.

ARTICLE XXIV
EMPLOYEE COMPENSATION AND EXPENSE AGREEMENT
FOR OFF-DUTY K-9 CARE AND MAINTENANCE

SECTION 1

The officer assigned to K-9 detail, hereinafter known as K-9 Officer, the PBA, and the Township of Howell have come to the following agreement concerning the payment of expenses for the K-9 detail and compensation for the off-duty K-9 care and maintenance.

The K-9 dog will be purchased or donated to the Township of Howell and cared for, and maintained by the K-9 detail officer.

In addition, the Township of Howell shall provide veterinary services related to the care of the K-9 dog. The K-9 officer freely agrees to be responsible for the care and maintenance of the K-9 dog. The Township of Howell will be responsible for any veterinarian expenses.

The K-9 officer, the PBA, and the Township of Howell have come to an agreement as to the amount of off-duty hours performed per week related to the K-9 care, maintenance, and personal training. The K-9 officer will be paid ten (\$10.00) dollars per day, which is equal to \$3650.00 per calendar year. This rate of pay will be included in the officer's base salary and will be included in his bi-weekly pays.

The K-9 Officer will have the option of purchasing the K-9 dog for one (\$1.00) dollar when it is deemed that the K-9 dog can no longer fulfill its duties as a K-9 dog.

**ARTICLE XXV
SAVINGS CLAUSE**

SECTION 1.

It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application shall not be effected thereby.

SECTION 2.

If any provisions are so invalid the Employer and the S.O.A. will meet for the purpose of negotiating changes made necessary by the applicable law.

ARTICLE XXVI SENIORITY

A. General Provisions

Seniority in the Department is established first by rank and second by time served in rank whether on a regular, assigned or temporary basis. Where conflict occurs because of identical service or dates of appointment, the member with the higher position on the entrance examination eligibility list from which the appointments were made is deemed to be the senior. In situations requiring decision or control where the officers are of equal rank, the senior will make the decision and exercise control unless otherwise directed by the higher ranking command or supervisory officer.

B. Procedure

1. Upon hiring a new officer to serve in the Police Department, the Township shall have the right, in its sole discretion, to grant credit for that officer's prior service as a full-time, regularly sworn police officer outside the Township, for purposes of salary guide placement, longevity and/or vacation entitlement.
2. Any credit for prior employment as set forth above shall not count in the computation of seniority for the purpose of determining benefits such as vacation scheduling; the order of layoffs, allocation of overtime or other similar benefit(s); such benefits shall be determined by length of service as a police officer in the Township of Howell.
3. Notwithstanding the above, the Township shall not be required to grant credit for some or all prior police experience, as set forth in Paragraph 1, upon initial hiring.

ARTICLE XXVII
DURATION

SECTION 1.

This Agreement shall take effect as of the signing date retroactive to January 1, 2005 up to and including December 31, 2009.

SECTION 2.

In the event that no new agreement is reached prior to the termination date of this Agreement, then this Agreement shall remain in full force and effect until a new agreement is executed.

**ARTICLE XXVIII
COMPLETENESS OF AGREEMENT**


SECTION 1.

This Agreement constitutes the entire collective bargaining agreement between the parties and settlement for the term of this Agreement all matters which were, or might have been, raised in all collective bargaining negotiations leading to the signing of this Agreement.

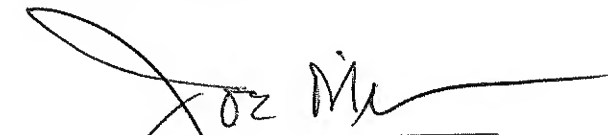
SECTION 2.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

FOR THE TOWNSHIP:



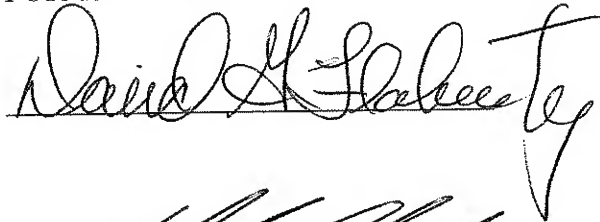
Township Manager



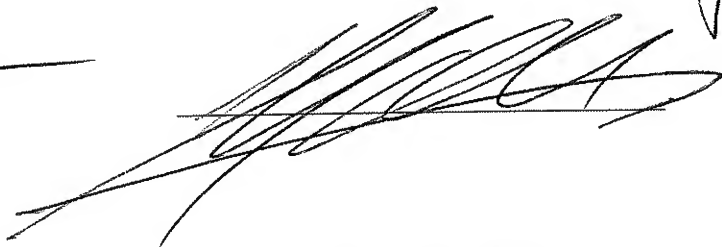
Mayor

Dated: 2-7-06

FOR THE S.O.A.



David H. Labrecque



Dated: 2-17-06

ADDENDUM A

SIDE BAR AGREEMENT BETWEEN THE TOWNSHIP OF HOWELL AND THE SUPERIOR OFFICERS' ASSOCIATION (SOA) OF HOWELL TOWNSHIP

Notwithstanding the Township's assertion that it has a Management prerogative to implement a new work schedule under the following circumstances, the parties agree that in the event that (1) the Police Department's Table of Organization is increased to permit the promotion of any Sergeants, Sergeants First Class, Lieutenants or Captains not presently authorized by the existing Table of Organization and (2) a decision is made by the Chief of Police to thereafter assign one or more of these new supervisors to either a Community Services or Detective Bureau assignment, the Chief of Police shall notify the SOA at least 30 days in advance of the proposed implementation of these new assignments, as well as the proposed work schedules of the supervisors assigned to these positions. The Chief shall entertain input from the SOA regarding the work schedules affecting these supervisors.

The Township, furthermore, agrees that in the event that the Chief determines to assign any newly appointed Sergeants to a patrol position, the supervisor or supervisors shall continue to work the existing Sergeant's hybrid work schedule, unless otherwise mutually agreed to by the parties.

The parties, moreover, recognize that nothing in the side bar agreement requires the Township to conclude an agreement with the SOA prior to implementing a new schedule for the new supervisors assigned to Community Services or to the Detective Bureau.